

Patricia R Jertberg

FOIA ex 6, Personal Privacy

February 19, 2008

Linda Ketellapper, SFD-7-5
U.S. Environmental Protection Agency, Region IX
Superfund Division
75 Hawthorne Street
San Francisco, CA 94105

**Re: 104(e) Request for Information - Omega Superfund Site Real Property
at 11845 Burke Street, Santa Fe Springs, CA 90670**

Dear Ms. Ketellapper:

I am responding to the letter dated December 18, 2007 from U.S. Environmental Protection Agency Region ("EPA") sent to me regarding the above-referenced site and the property at 11845 Burke Street (the "Property"). EPA initially requested responses to the Request for Information by January 18, 2008,; however, EPA graciously granted me, through my counsel, an additional thirty (30) days in which to prepare the responses as well a few extra days given the Presidents' Day weekend.

Attached is a completed copy of Enclosure B to the EPA letter which contains responses to each of the 27 items as to which EPA requested information. As instructed, I have included copies of documents where appropriate as part of my response.

Please let me know if you have any questions or require additional information from me regarding this matter.

Sincerely,



Patricia Jertberg

cc: Steve Berninger, EPA ORC
John J. Allen, Esq.

Response of Patricia M. Jertberg
to
ENCLOSURE B: QUESTIONS

February 19, 2008

1. State the full legal name, address, telephone number, position(s) held by and tenure of the individual(s) answering any of these questions on behalf of Patricia M. Jertberg, if applicable, concerning the real property located at 11845 Burke Street, Santa Fe Springs, CA (the "Property").

Response. Not applicable. These are my own responses based on my review of records available to me.

2. Identify the entity or individual who sold or otherwise transferred the Property to you. Provide all documents evidencing such sale or transfer (e.g., deeds, property sale agreements).

Response: I do not presently own the Property; however, I inherited a partial undivided ownership of the Property in April 1989 which ownership I held until about February 1997. The inheritance was pursuant to the terms of a will prepared by my mother, Katharine M. Robinson who died in August 1988. Attached as Exhibit A is a copy of the grant deed conveying to me an undivided 25% interest in the Property effective April 10, 1989.

3. Identify the entity or individual to whom you sold or otherwise transferred the Property. Provide all documents evidencing such sale or transfer of the Property (e.g., deeds, property sale agreements).

Response. My 25% undivided ownership interest in the Property, which I inherited from my mother, was conveyed on or about February 12, 1997 to Burke Street Property LLC, a California limited liability company. Attached as Exhibit B is a copy of the grant deed conveying the Property to that entity.

4. Identify all prior owners of the Property from 1964 to 1997 and provide the dates each owner owned the Property. Provide copies of all deeds, ownership records and any other documents evidencing each such owner's interest in the Property.

Response: According to the information available to me, James V. Robinson and Katharine M. Robinson acquired the Property from Country Lane Farms, a partnership, on July 9, 1964. Attached as Exhibit C is a copy of the grant deed recorded on July 16, 1964 documenting that conveyance. Based on my general understanding and the records that I have been able to locate the ownership of the property during this period was essentially as follows:

- Prior to 1965 – The Property was owned as noted above, by James V. Robinson and Katharine M. Robinson as joint tenants;

- 1965 – Upon the death of James V. Robinson on or about November 22, 1965, title to the Property passed to Katharine M. Robinson as community property by right of survivorship;
 - April 1989 - Upon my mother's death in August 26, 1988, her will granted a 75% undivided ownership interest in the Property to my brother, James V. Robinson II, and a 25% undivided ownership to me. Attached as Exhibit A is a copy of the Grant Deed conveying my share to me that was recorded on or about April 10, 1989;
 - October 1989 – Upon the death of James V. Robinson II, my brother, his 75% ownership interest in the property was conveyed to his surviving spouse, Pauline Robinson, who took title in her capacity as Trustee under the Marital Deduction Trust (29%) and Trustee under the Exempt Trust of June 20, 1983;
 - February 10, 1997 – Pauline Robinson, in her capacity as a dual trustee, and I both conveyed the Property to Burke Street Property, LLC, a California limited liability company;
 - August 1997 – Burke Street Property, LLC entered into a contract to sell and subsequently sold the Property to HHT Investments, Inc. or its assignee, Techni-Braze, Inc.
5. During your ownership of the Property, did you rent or lease the Property to another individual or entity? If so, identify all such individuals and/or entities and provide copies of all leases, rental agreements or any other documents that evidence such rental or leasehold relationship.

Response. Yes, from approximately April 1989 to February 1997 during which period I held a 25% undivided interest in the Property, it was leased to Techni-Braze, Inc. Attached as Exhibit D is a copy of the lease.

6. During your ownership of the Property, did you own the Property jointly with any other individuals or entities? If so, provide the name, address and phone number of each such joint owner and provide the periods of such joint ownership. In addition, provide all documents evidencing such joint ownership of the Property.

Response. Yes. During the period from approximately April 1989 to February 1997, I owned an undivided 25% interest in the Property with the individuals identified above, both of whom are now deceased. As noted above, James V. Robinson II died on or about October 1989, and Pauline Robinson died in May 1997.

7. Describe the nature of your relationship with James V. Robinson and Katharine M. Robinson.

Response. As noted above, James V. Robinson and Katharine M. Robinson were my parents.

8. Research obtained by EPA suggests that James V. Robinson and Katharine M. Robinson are both deceased. If this is correct, identify and provide: (a) their respective dates of death, if known; and (b) the name(s) of next of kin, along with the last known address(es) and telephone number(s) of such individuals. If James V. Robinson and Katharine M. Robinson are not deceased, provide their current address(es) and telephone number(s).

Response. As noted above, James V. Robinson died in 1965 and Katharine M. Robinson died in August 1988. The next of kin were initially James V. Robinson II and me. As noted above, James V. Robinson II died in October 1989.

9. Documentation obtained by EPA indicates that James V. Robinson and Katharine M. Robinson were joint and former owners of the Property. Identify the dates James V. Robinson and Katharine M. Robinson, their respective estates, and/or any and all trusts affiliated with these individuals, owned the Property. Provide a copy of all deeds, ownership records and any other documents evidencing such ownership of the Property.

Response: The dates of their joint and subsequent ownership of the Property are noted in prior responses above.

10. Identify the entity or individual who sold or otherwise transferred the Property to James V. Robinson and Katharine M. Robinson. Provide all documents evidencing such sale or transfer.

Response: As noted above, the property was acquired in July 1965 from County Lane Farms, a general partnership and a copy of the deed, recorded July 19, 1964 is attached.

11. Identify the entity or individual to whom James V. Robinson and Katharine M. Robinson sold or otherwise transferred the Property? Provide all documents evidencing such sale or transfer of the Property (e.g., deeds, property sale agreements).

Response: See prior responses above.

12. During the time that James V. Robinson and Katharine M. Robinson, their respective estates, and/or any and all trust affiliated with these individuals owned the Property, was the Property owned jointly with any other individuals or entities? If so, provide the name, address and phone number of each such joint owner and provide the periods of such joint ownership. In addition, provide all documents evidencing such joint ownership of the Property.

Response. No, during the time that James V. Robinson and Katharine M. Robinson, their respective estates, and/or any and all trust affiliated with these individuals owned the Property, to the best of my knowledge and belief the Property was not owned jointly with any other individuals or entities.

13. During the time that James V. Robinson and Katharine M. Robinson, their respective estates, and/or any and all trusts affiliated with these individuals owned the Property, was the Property rented or leased to another individual or entity? If so, identify all such

individuals and entities and provide a copy of all leases, rental agreements or any other documents that evidence such rental or leasehold relationship.

Response: Yes, during the time that James V. Robinson and Katharine M. Robinson, their respective estates, and/or any and all trusts affiliated with these individuals owned the Property, the Property was leased to as follows:

- From about August 1, 1966 by Katharine M. Robinson as Lessor to Miller-Robinson Company for a period of about 16 years;
- From March 31, 1982 to November 30, 1992 by Robinson Industries to Techni-Braze, Inc.
- From April 1989 to February 1997 it was leased to Techni-Braze, Inc.

14. Describe the nature of your relationship with Pauline K. Robinson.

Response: Pauline K. Robinson was my sister-in-law and the wife and widow of my brother, James V. Robinson II.

15. Describe the nature of your relationship with Pauline James.

Response: I do not know anyone with this name, although it may be Pauline Robinson's maiden name.

16. Describe the nature of the relationship between Pauline K. Robinson, James V. Robinson and Katharine M. Robinson.

Response: Pauline Robinson was the daughter-in-law of James V. Robinson and Katharine M. Robinson. She was married to their son, James V. Robinson II until his death in October 1989.

17. Research obtained by EPA suggests that Pauline K. Robinson is deceased. If this is correct, identify and provide: (a) her date of death, if known; and (b) the name(s) of any and all next of kin, along with their last known address(es) and telephone number(s).

Response: As noted above, Pauline K. Robinson died in May 1997. I do not know what you mean by "next of kin" in this context. Pauline had no children by her marriage to James V. Robinson II, although I understand that Pauline had two children by a former marriage; however, I do not know their names.

18. Documentation obtained by EPA indicates that Pauline K. Robinson was designated sole successor Trustee of the Robinson Family Trust, established under a Declaration of Trust, dated June 20, 1983. Provide the following:

- a. Identify any and all settlers (i.e., the individuals or entities who created the trust) of the Robinson Family Trust.

- b. Identify all individuals or entities who have been designated trustee of the Robinson Family Trust from the date of its establishment to the present and provide the telephone number(s) and current or last known addresses of all such individual(s).
- c. Identify all individuals or entities who have been designated a beneficiary or beneficiaries of the Robinson Family Trust from the date of its establishment to the present and provide the telephone number(s) and current or last known addresses of all such individuals or entities.
- d. Explain the current status of the Robinson Family Trust (i.e., whether it is currently still in existence or whether it has been terminated).

Response: I do not have any information regarding the details requested by EPA with respect to the Robinson Family Trust of June 20, 1983 which I assume was established by my brother, James V. Robinson II and Pauline K. Robinson during their lifetime.

- 19. During the Robinson Family Trust's ownership of the Property, did it rent or lease the property to another individual or entity? If so, identify all such individuals and entities and provide a copy of all leases, rental agreements or any other documents that evidence such rental or leasehold relationship.

Response: As noted in prior responses, following the death of James V. Robinson II in October 1989, the Robinson Family Trust owned an interest in the Property until February 1997 and, during this period, the Property was leased to Techni-Braze, Inc. and possibly other entities. A copy of the Lease was attached in response to an earlier information request noted above.

- 20. Documentation obtained by EPA indicates that Pauline K. Robinson, as sole successor Trustee of the Robinson Family Trust, transferred an interest in the Property on or about December 11, 1990 to Pauline K. Robinson, and her successor(s), as the Trustee for the Exempt Trust, established under a Declaration of Trust, dated June 20, 1983. Provide the following:
 - a. Identify any and all settlers (i.e., the individuals or entities who created the trust) of the Exempt Trust.
 - b. Identify all individuals or entities who have been designated trustee of the Exempt Trust from the date of its establishment to the present and provide the telephone number(s) and current or last known addresses of all such individuals.
 - c. Identify all individuals or entities who have been designated a beneficiary or beneficiaries of the Exempt Trust from the date of its establishment to the present and provide the telephone number(s) and current or last known addresses of all such individuals or entities.
 - d. Explain the current status of the Exempt Trust (i.e., whether it is currently still in existence or whether it has been terminated).

Response: I do not have any information regarding the details requested by EPA with respect to the Exempt Trust which, as noted above, held a partial ownership interest in the Property until February 1997.

21. During the Exempt Trust's ownership of the Property, did it rent or lease the property to another individual or entity? If so, identify all such individuals and entities and provide a copy of all leases, rental agreements or any other documents that evidence such rental or leasehold relationship.

Response: The Exempt Trust held a partial interest in the Property until February 1997 and, during that period of its ownership, the Property was leased to Techni-Braze, Inc.

22. Documentation obtained by EPA indicate that Pauline K. Robinson, as sole successor Trustee of the Robinson Family Trust, transferred an interest in the Property on or about December 11, 1990 to Pauline K. Robinson, and her successor(s), as the Trustee for the Marital Deduction Trust, established under a Declaration of Trust, dated June 20, 1983. Provide the following:
- a. Identify any and all settlers (i.e., the individuals or entities who created the trust) of the Marital Deduction Trust.
 - b. Identify all individuals or entities who have been designated trustee of the Marital Deduction Trust from the date of its establishment to the present and provide the telephone number(s) and current or last known addresses of all such individuals.
 - c. Identify all individuals or entities who have been designated a beneficiary or beneficiaries of the Marital Deduction Trust from the date of its establishment to the present and provide the telephone number(s) and current or last known addresses of all such individuals or entities.
 - d. Explain the current status of the Marital Deduction Trust (i.e., whether it is currently still in existence or has been terminated).

Response: I do not have any information regarding the details requested by EPA with respect to the Marital Deduction Trust which, as noted above, held a partial ownership interest in the Property until February 1997.

23. During the Marital Deduction Trust's ownership of the Property, did it rent or lease the property to another individual or entity? If so, identify all such individuals and entities and provide a copy of all leases, rental agreements or any other documents that evidence such rental or leasehold relationship.

Response: Marital Deduction Trust held a partial interest in the Property until February 1997 and, during that period of its ownership, the Property was leased to Techni-Braze, Inc.

24. Describe the nature of your relationship with Jerry Ralph Jertberg.

Response: Mr. Jertberg is my husband.

25. Describe the nature of your involvement with Burke Street Property, LLC.

Response: During period that this limited liability company existed, I was a member of the LLC.

26. At any time during your possession of the Property, did you become aware of any contamination on or under, or environmental impairment of, the Property? If so, provide all documentation in your possession governing such contamination and/or environmental impairment.

Response: Beginning in about September 1991, I was advised of possible environmental contamination beneath the Property by letter from counsel for Techni-Braze, Inc. Attached as Exhibit E is a copy of a letter from Techni-Braze's counsel advising us of the possible environmental contamination. Thereafter, during the period I owned an undivided portion of the Property, I was aware that Techni-Braze had retained one or more environmental consultants to investigate the property and was advised that impacts to soil and groundwater beneath the Property had been identified. However, I did not have and still do not currently have any specific knowledge as to the nature and extent of those impacts or whether they represent possible on-site or off-site sources. Aside from copies of correspondence I have not been able to locate any documentation in my possession with respect to "contamination and/or environmental impairment."

27. Provide copies of any and all documents in your possession or control pertaining to any and all releases of any hazardous substances that may have occurred during your ownership of the Property. In response to this request, provide any and all documents including, but not limited to, inspection notes, citizen complaints, letters of enforcement from any regulatory agency and formal notices of violation.

Response: Except as noted in response to Item No. 26 above, I have not be able to locate any such documents. In addition, I do not know whether there were any hazardous substance releases from the Property occurred during the period I owned a portion of it, as opposed to releases that occurred prior to that date. Finally, I am not aware that there ever were any citizen complaints or letters of enforcement from any regulatory agency or formal notices of violation with respect to the Property.

RECORDING REQUESTED BY

EXHIBIT A

AND WHEN RECORDED MAIL TO

MRS. PATRICIA MARIE JERTBERG
250 Beal Ave.
Placentia, CA. 92670

MAIL TAX STATEMENTS TO

-SAME AS ABOVE -

COPY of Document Recorded
on _____ as No. _____
90-95155
Has not been compared with original.
Original will be returned when
processing has been completed. **V**
LOS ANGELES COUNTY REGISTRAR - RECORDER

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Grant Deed

GD 864 GH

THIS FORM FURNISHED BY TRUSTORS SECURITY SERVICE

The undersigned grantor(s) declare(s):

Documentary transfer tax is \$ _____

() computed on full value of property conveyed, or

() computed on full value less value of liens and encumbrances remaining at time of sale.

() Unincorporated area: () City of _____, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

PATRICIA MARIE JERTBERG, as Executrix of the Estate of KATHARINE MARIE ROBINSON, aka KATHARINE M. ROBINSON, deceased, purusant to order of the Superior Court of the State of California for the County of Orange made April 6, 1989 in Case No: A 14 52 96, hereby GRANT(S) to

PATRICIA MARIE JERTBERG, a married woman

the following described real property in the
County of Los Angeles

, State of California:

A one-fourth (1/4) undivided fee simple interest in land only, of that certain real property commonly known as 11845 Burke Street, Santa Fe Sprins, California, more particularly described as:

Lots 16 and 17 of Tract 25540 as per map recorded in Book 692 at Pages 65 to 68, inclusive in the Records of the County Recorder of the County of Los Angeles.

Dated 4-10-89

STATE OF CALIFORNIA
COUNTY OF ORANGE

SS.

Patricia Marie Jertberg
PATRICIA MARIE JERTBERG, Executrix
of the Estate of KATHARINE MARIE
ROBINSON, aka KATHARINE M. ROBINSON.

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-SAME AS ABOVE -

LOS ANGELES COUNTY REGISTRAR - RECORDER

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Grant Deed

GD 864 GH*

THIS FORM FURNISHED BY TRUSTORS SECURITY SERVICE

The undersigned grantor(s) declare(s):

Documentary transfer tax is \$ _____

() computed on full value of property conveyed, or

() computed on full value less value of liens and encumbrances remaining at time of sale.

() Unincorporated area: () City of _____, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

PATRICIA MARIE JERTBERG, as Executrix of the Estate of KATHARINE MARIE ROBINSON, aka KATHARINE M. ROBINSON, deceased, pursuant to order of the Superior Court of the State of California for the County of Orange made April 6, 1989 in Case No: A 14 52 96, hereby GRANT(S) to

PATRICIA MARIE JERTBERG, a married woman

the following described real property in the

County of Los Angeles

, State of California:

A one-fourth (1/4) undivided fee simple interest in land only, of that certain real property commonly known as 11845 Burke Street, Santa Fe Sprins, California, more particularly described as:

Lots 16 and 17 of Tract 25540 as per map recorded in Book 692 at Pages 65 to 68, inclusive in the Records of the County Recorder of the County of Los Angeles.

Dated 4-10-89

STATE OF CALIFORNIA
COUNTY OF ORANGE

On 4-10-89

} ss.

before me, the undersigned, a Notary Public in and for said State, personally appeared
PATRICIA MARIE JERTBERG *****

known to me to be the person whose name IS subscribed to the within instrument and acknowledged that SHE executed the same.

WITNESS my hand and official seal.

Patricia Marie Jertberg
PATRICIA MARIE JERTBERG, Executrix
of the Estate of KATHARINE MARIE
ROBINSON, aka KATHARINE M. ROBINSON,
deceased



Signature

Lorraine M. Garcia

(This area for official notarial seal)

EXHIBIT B

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO AND
~~MAIL TAX STATEMENTS TO:~~**

Graham & James LLP
650 Town Center Drive, Sixth Floor
Costa Mesa, California 92626
Attn: Laura A. Homan, Esq.

MAIL TAX STATEMENTS TO:

Techni Braze, Inc.
11845 Burke Street
Santa Fe Springs, California 90670

(Space Above This Line For Recorders Use Only)

GRANT DEED

THE UNDERSIGNED GRANTOR(s) DECLARE(s)

DOCUMENTARY TRANSFER TAX is \$-0-* (*The Grantors and Grantees in this conveyance are comprised of the same parties who continue to hold the same proportionate interests in the property after the transfer. Rev & Tax Code §11923(d)) CITY TAX \$ _____

☐ computed on full value of property conveyed, or ☐ computed on full value less value of liens or encumbrances remaining at time of sale, ☐ Unincorporated area: ☐ City of _____ and _____

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Patricia Marie Jertberg, a married woman, as her sole and separate property, Pauline K. Robinson, as trustee of the Marital Deduction Trust, which is established under a Declaration of Trust dated June 20, 1983, as amended, and Pauline K. Robinson, as trustee of the Exempt Trust, which is established under a Declaration of Trust dated June 20, 1983, as amended, as tenants in common

hereby GRANT(s) to

Burke Street Property, LLC, a California limited liability company

the following described real property in the County of Los Angeles State of California:

Lots 16 and 17 of Tract 25540 as per map recorded in Book 692
at Pages 65 to 68, inclusive in the Records of the County of Los Angeles.

Property address: 11845 Burke Street, Santa Fe Springs, California 90670
APN: 8168-023-039

Dated

February 10, 1997

Patricia Marie Jertberg
PATRICIA MARIE JERTBERG

Dated

Feb. 12, 1997

Pauline K. Robinson

PAULINE K. ROBINSON, as trustee of the Marital Deduction Trust, which is established under a Declaration of Trust dated June 20, 1983, as amended

MAIL TAX STATEMENTS TO:

Techni Braze, Inc.
11845 Burke Street
Santa Fe Springs, California 90670

(Space Above This Line For Recorders Use Only)

GRANT DEED

THE UNDERSIGNED GRANTOR(s) DECLARE(s)

DOCUMENTARY TRANSFER TAX is \$-0-* (*The Grantors and Grantees in this conveyance are comprised of the same parties who continue to hold the same proportionate interests in the property after the transfer. Rev & Tax Code §11923(d)) CITY TAX \$ _____

☐ computed on full value of property conveyed, or ☐ computed on full value less value of liens or encumbrances remaining at time of sale, ☐ Unincorporated area: ☐ City of _____, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Patricia Marie Jertberg, a married woman, as her sole and separate property, Pauline K. Robinson, as trustee of the Marital Deduction Trust, which is established under a Declaration of Trust dated June 20, 1983, as amended, and Pauline K. Robinson, as trustee of the Exempt Trust, which is established under a Declaration of Trust dated June 20, 1983, as amended, as tenants in common

hereby GRANT(s) to

Burke Street Property, LLC, a California limited liability company

the following described real property in the County of Los Angeles State of California:

Lots 16 and 17 of Tract 25540 as per map recorded in Book 692
at Pages 65 to 68, inclusive in the Records of the County of Los Angeles.

Property address: 11845 Burke Street, Santa Fe Springs, California 90670
APN: 8168-023-039

Dated February 10, 1997

Patricia Marie Jertberg
PATRICIA MARIE JERTBERG

Dated Feb. 12, 1997

Pauline K. Robinson
PAULINE K. ROBINSON, as trustee of the Marital Deduction Trust, which is established under a Declaration of Trust dated June 20, 1983, as amended

Dated Feb. 12, 1997

Pauline K. Robinson
PAULINE K. ROBINSON, as trustee of the Exempt Trust, which is established under a Declaration of Trust dated June 20, 1983, as amended

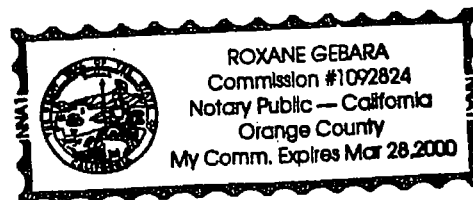
STATE OF California

COUNTY OF Orange

On February 10, 1997 before me, Roxane G. Gbara (here insert name and title of the officer), personally appeared Patricia Marie Jentberg, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

WITNESS my hand and official seal.

Signature Roxane Gbara



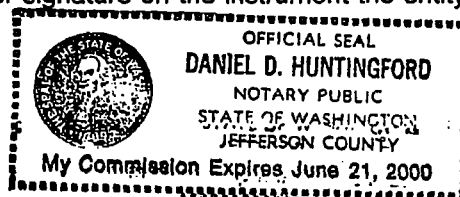
STATE OF Washington

COUNTY OF Jefferson

On 12 Feb '97 before me, Daniel D. Huntingford (here insert name and title of the officer), personally appeared Pauline K. Robinson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Daniel D. Huntingford



STATE OF CALIFORNIA

COUNTY OF _____

On _____ before me, _____ (here insert name and title of the officer), personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

RECORDING REQUESTED BY

Homeowners Escrow

EXHIBIT C

BK D2551 PG 273

AND WHEN RECORDED MAIL TO:

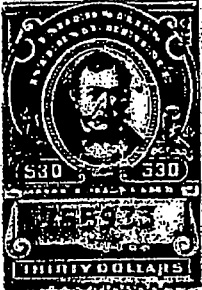
RECORDED IN OFFICIAL RECORDS
OF LOS ANGELES COUNTY, CALIF.
FOR TITLE INSURANCE & TRUST CO.

JUL 16 1964 AT 8 A.M.
RAY E. LEE, County Recorder

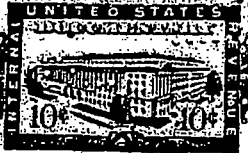


Name James V. Robinson, et ux
Street Address 245 Vall Avenue
City Montebello, California

SPACE ABOVE THIS LINE FOR RECORDER'S USE



Affix I.R.S. \$ 34.10 IN THIS SPACE



Grant Deed

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

COUNTRY LANE FARMS, a Partnership

hereby GRANT(S) to JAMES V. ROBINSON and KATHARINE M. ROBINSON, husband and wife,
as Community Property

the following described real property in the City of Santa Fe Springs
County of Los Angeles, State of California:

Lot 17 of Tract No. 25540, as per map recorded in book 692 pages 65 to 68 inclusive of
Maps, in the office of the county recorder of said county.

Reserving unto the Grantor all oil, gas and other petroleum or mineral substances in
said land, but upon the condition that the Grantor, its successors or assigns, shall
not enter upon or within 200 feet below the surface of said land for the purpose of
discovering or removing any of said substances for any other purpose.

SUBJECT TO: 1. All general and special county and city taxes for the fiscal year
1964-1965.

2. Conditions, covenants, restrictions, reservations, easements,
rights and rights of way of record.

Dated: July 9, 1964

COUNTRY LANE FARMS

(Agent of Partnership)

STATE OF CALIFORNIA
COUNTY OF Los Angeles

On July 9, 1964

before me,
the undersigned, a Notary Public in and for said county and state,

By: *[Signature]*

Agent

By: *[Signature]*

Agent

By: *[Signature]*

Agent

STANDARD INDUSTRIAL LEASE — NET

AMERICAN INDUSTRIAL REAL ESTATE ASSOCIATION



1. Par Lease, dated, for reference purposes only, December 1, 1988 is by and
between James V. Robinson, II and Patricia R. Jertberg
(herein called "Lessor")
and Techni-Brace, Inc., a California Corporation
(herein called "Lessee").

2. Premises. Lessor hereby leases to Lessee and Lessee leases from Lessor for the term, at the rental, and upon all of the conditions set forth
herein, that certain real property situated in the County of Los Angeles State of California
commonly known as 11845 Burke Street, Santa Fe Springs, CA 90670
and described as a tilt up concrete industrial building of approximately 24,000 square
feet.

Said real property including the land and all improvements therein, is herein called "the Premises".

3. Term.

3.1 Term. The term of this Lease shall be for a period of nine (9) years
commencing on December 1, 1988 and ending on November 30, 1997
unless sooner terminated pursuant to any provision hereof.

3.2 Delay in Possession. Notwithstanding said commencement date, if for any reason Lessor cannot deliver possession of the Premises to Lessee on said date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or the obligations of Lessee hereunder or extend the term hereof, but in such case, Lessee shall not be obligated to pay rent until possession of the Premises is tendered to Lessee; provided, however, that if Lessor shall not have delivered possession of the Premises within sixty (60) days from said commencement date, Lessee may, at Lessee's option, by notice in writing to Lessor within ten (10) days thereafter, cancel this Lease, in which event the parties shall be discharged from all obligations hereunder; provided further, however, that if such written notice of Lessee is not received by Lessor within said ten (10) day period, Lessee's right to cancel this Lease hereunder shall terminate and be of no further force or effect.

3.3 Early Possession. If Lessee occupies the Premises prior to said commencement date, such occupancy shall be subject to all provisions hereof, such occupancy shall not advance the termination date, and Lessee shall pay rent for such period at the initial monthly rates set forth below.

4. Rent. Lessee shall pay to Lessor as rent for the Premises, monthly payments of \$ 8,250.00, in advance, on the first
day of each month of the term hereof. Lessee shall pay Lessor upon the execution hereof \$8,250.00 as rent for December
1988. See also paras 4B & 50.

Rent for any period during the term hereof which is for less than one month shall be a pro rata portion of the monthly installment. Rent shall be payable in lawful money of the United States to Lessor at the address stated herein or to such other persons or at such other places as Lessor may designate in writing.

5. Security Deposit. Lessee shall deposit with Lessor upon execution hereof \$ NONE as security for Lessee's faithful performance of Lessee's obligations hereunder. If Lessee fails to pay rent or other charges due hereunder, or otherwise defaults with respect to any provision of this Lease, Lessor may use, apply or retain all or any portion of said deposit for the payment of any rent or other charge in default or for the payment of any other sum to which Lessor may become obligated by reason of Lessee's default, or to compensate Lessor for any loss or damage which Lessor may suffer thereby. If Lessor so uses or applies all or any portion of said deposit, Lessee shall within ten (10) days after written demand therefor deposit cash with Lessor in an amount sufficient to restore said deposit to the full amount hereinabove stated and Lessee's failure to do so shall be a material breach of this Lease. If the monthly rent shall, from time to time, increase during the term of this Lease, Lessee shall thereupon deposit with Lessor additional security deposit so that the amount of security deposit held by Lessor shall at all times bear the same proportion to current rent as the original security deposit bears to the original monthly rent set forth in paragraph 4 hereof. Lessor shall not be required to keep said deposit separate from its general accounts. If Lessee performs all of Lessee's obligations hereunder, said deposit, or so much thereof as has not theretofore been applied by Lessor, shall be returned, without payment of interest or other increment for its use, to Lessee (or, at Lessor's option, to the last assignee, if any, of Lessee's interest hereunder) at the expiration of the term hereof, and after Lessee has vacated the Premises. No trust relationship is created herein between Lessor and Lessee with respect to said Security Deposit.

6. Use.

6.1 Use. The Premises shall be used and occupied only for brazing, heat treating and light manufacturing
or any other use which is reasonably comparable and for no other purpose.

6.2 Compliance with Law.

(a) Lessor warrants to Lessee that the Premises, in its state existing on the date that the Lease term commences, but without regard to the use for which Lessee will use the Premises, does not violate any covenants or restrictions of record, or any applicable building code, regulation or ordinance in effect on such Lease term commencement date. In the event it is determined that this warranty has been violated, then it shall be the obligation of the Lessor, after written notice from Lessee, to promptly, at Lessor's sole cost and expense, rectify any such violation. In the event Lessee does not give to Lessor written notice of the violation of this warranty within six months from the date that the Lease term commences, the correction of same shall be the obligation of the Lessee at Lessee's sole cost. The warranty contained in this paragraph 6.2 (a) shall be of no force or effect if, prior to the date of this Lease, Lessee was the owner or occupant of the Premises, and, in such event, Lessee shall correct any such violation at Lessee's sole cost.

(b) Except as provided in paragraph 6.2(a), Lessee shall, at Lessee's expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders, covenants and restrictions of record, and requirements in effect during the term or any part of the term hereof, regulating the use by Lessee of the Premises. Lessee shall not use nor permit the use of the Premises in any manner that will tend to create waste or a nuisance or, if there shall be more than one tenant in the building containing the Premises, shall tend to disturb such other tenants.

6.3 Condition of Premises.

(a) Lessor shall deliver the Premises to Lessee clean and free of debris on Lease commencement date (unless Lessee is already in possession) and Lessor further warrants to Lessee that the plumbing, lighting, air conditioning, heating, and loading doors in the Premises shall be in good operating condition on the Lease commencement date. In the event that it is determined that this warranty has been violated, then it shall be the obligation of Lessor, after receipt of written notice from Lessee setting forth with specificity the nature of the violation, to promptly, at Lessor's sole cost, rectify such violation. Lessee's failure to give such written notice to Lessor within thirty (30) days after the Lease commencement date shall cause the conclusive presumption that Lessor has complied with all of Lessor's obligations hereunder. The warranty contained in this paragraph 6.3(a) shall be of no force or effect if prior to the date of this Lease, Lessee was the owner or occupant of the Premises.

(b) Except as otherwise provided in this Lease, Lessee hereby accepts the Premises in their condition existing as of the Lease commencement date or the date that Lessee takes possession of the Premises, whichever is earlier, subject to all applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the use of the Premises, and any covenants or restrictions of record, and accepts this Lease subject thereto and to all matters disclosed thereby and by any exhibits attached hereto. Lessee acknowledges that neither Lessor nor Lessor's agent has made any representation or warranty as to the present or future suitability of the Premises for the conduct of Lessee's business.

7. Maintenance, Repairs and Alterations.

7.1 Lessee's Obligations. Lessee shall keep in good order, condition and repair the Premises and every part thereof, structural and non structural, (whether or not such portion of the Premises requiring repair, or the means of repairing the same are reasonably or readily accessible to Lessee, and whether or not the need for such repairs occurs as a result of Lessee's use, any prior use, the elements or the age of such portion of the Premises) including, without limiting the generality of the foregoing, all plumbing, heating, air conditioning, (Lessee shall procure and maintain, at Lessee's expense, an air conditioning system maintenance contract) ventilating, electrical, lighting facilities and equipment within the Premises, fixtures, walls (interior and exterior), foundations, ceilings, roofs (interior and exterior), floors, windows, doors, plate glass and skylights located within the Premises, and all landscaping, driveways, parking lots, fences and signs located on the Premises and sidewalks and parkways adjacent to the Premises.

7.2 Surrender. On the last day of the term hereof, or on any sooner termination, Lessee shall surrender the Premises to Lessor in the same condition as when received, ordinary wear and tear excepted, clean and free of debris. Lessee shall repair any damage to the Premises occasioned

by the installation or removal of Lessee's trade fixtures, furnishings and equipment. Notwithstanding anything to the contrary otherwise stated in this Lease, Lessee shall leave the air lines, power panels, electrical distribution systems, lighting fixtures, space heaters, air conditioning, plumbing and fencing on the premises in good operating condition.

7.3 Lessor's Rights. If Lessee fails to perform Lessee's obligations under this Paragraph 7, or under any other paragraph of this Lease, Lessor may at its option (but shall not be required to) enter upon the Premises after ten (10) days' prior written notice to Lessee (excluding the time in which such notice shall be required), perform such obligations on Lessee's behalf and put the same in good order, condition and repair, and the cost thereof shall be paid by Lessee, with interest thereon at the maximum rate then allowable by law shall become due and payable as additional rental to Lessor, together with Lessee's next rental installment.

7.4 Lessor's Obligations. Except for the obligations of Lessor under Paragraph 6, and 3(a) (relating to Lessor's warranty), Paragraph 9 (relating to destruction of the Premises) and under Paragraph 14 (relating to condemnation of the Premises), it is intended by the parties hereto that Lessor have no obligation, in any manner whatsoever, to repair and maintain the Premises nor the building located thereon nor the equipment therein, whether structural or non structural, all of which obligations are intended to be that of the Lessee under Paragraph 7.1 hereof. Lessee expressly waives the benefit of any statute now or hereinafter in effect which would otherwise afford Lessee the right to make repairs at Lessor's expense or to terminate this Lease because of Lessor's failure to keep the premises in good order, condition and repair.

7.5 Alterations and Additions.

(a) Lessee shall not, without Lessor's prior written consent make any alterations, improvements, additions, or Utility Installations in, on or about the Premises, except for nonstructural alterations not exceeding \$2,500 in cumulative costs during the term of this Lease. In any event, whether or not in excess of \$2,500 in cumulative cost, Lessee shall make no change or alteration to the exterior of the Premises nor the exterior of the building(s) on the Premises without Lessor's prior written consent. As used in this Paragraph 7.5 the term "Utility Installation" shall mean carpeting, window coverings, air lines, power panels, electrical distribution systems, lighting fixtures, space heaters, air conditioning, plumbing, and fencing. Lessor may require that Lessee remove any or all of said alterations, improvements, additions or Utility Installations at the expiration of the term, and restore the Premises to their prior condition. Lessor may require Lessee to provide Lessor, at Lessee's sole cost and expense, a lien and completion bond in an amount equal to one and one-half times the estimated cost of such improvements, to insure Lessor against any liability for mechanic's and materialmen's liens and to insure completion of the work. Should Lessee make any alterations, improvements, additions or Utility Installations without the prior approval of Lessor, Lessor may require that Lessee remove any or all of the same.

(b) Any alterations, improvements, additions or Utility Installations in, or about the Premises that Lessee shall desire to make and which requires the consent of the Lessor shall be presented to Lessor in written form, with proposed detailed plans. If Lessor shall give its consent, the consent shall be deemed conditioned upon Lessee acquiring a permit to do so from appropriate governmental agencies, the furnishing of a copy thereof to Lessor prior to the commencement of the work and the compliance by Lessee of all conditions of said permit in a prompt and expeditious manner.

(c) Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use in the Premises, which claims are or may be secured by any mechanics' or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than ten (10) days' notice prior to the commencement of any work in the Premises, and Lessor shall have the right to post notices of non-responsibility in or on the Premises as provided by law. If Lessee shall, in good faith, contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend itself and Lessor against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof against the Lessor or the Premises, upon the condition that if Lessor shall require, Lessee shall furnish to Lessor a surety bond satisfactory to Lessor in an amount equal to such contested lien claim or demand and indemnifying Lessor against liability for the same and holding the Premises free from the effect of such lien or claim. In addition, Lessor may require Lessee to pay Lessor's attorneys fees and costs in participating in such action if Lessor shall decide it is in its best interest to do so.

(d) Unless Lessor requires their removal, as set forth in Paragraph 7.5(a), all alterations, improvements, additions and Utility Installations (whether or not such Utility Installations constitute trade fixtures of Lessee), which may be made on the Premises, shall become the property of Lessor and remain upon and be surrendered with the Premises at the expiration of the term. Notwithstanding the provisions of this Paragraph 7.5(d), Lessee's machinery and equipment, other than that which is affixed to the Premises so that it cannot be removed without material damage to the Premises, shall remain the property of Lessee and may be removed by Lessee subject to the provisions of Paragraph 7.2.

8. Insurance Indemnity.

8.1 Insuring Party. As used in this Paragraph 8, the term "insuring party" shall mean the party who has the obligation to obtain the Property Insurance required hereunder. The insuring party shall be designated in Paragraph 4b hereof. In the event Lessor is the insuring party, Lessor shall also maintain the liability insurance described in paragraph 8.2 hereof, in addition to, and not in lieu of, the insurance required to be maintained by Lessee under said paragraph 8.2, but Lessor shall not be required to name Lessee as an additional insured on such policy. Whether the insuring party is the Lessor or the Lessee, Lessee shall, as additional rent for the Premises, pay the cost of all insurance required hereunder, except for that portion of the cost attributable to Lessor's liability insurance coverage in excess of \$1,000,000 per occurrence. If Lessor is the insuring party Lessee shall, within ten (10) days following demand by Lessor, reimburse Lessor for the cost of the insurance so obtained.

8.2 Liability Insurance. Lessee shall, at Lessee's expense obtain and keep in force during the term of this Lease a policy of Combined Single Limit, Bodily Injury and Property Damage insurance insuring Lessor and Lessee against any liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be a combined single limit policy in an amount not less than \$500,000 per occurrence. The policy shall insure performance by Lessee of the indemnity provisions of this Paragraph 8. The limits of said insurance shall not, however, limit the liability of Lessee hereunder.

8.3 Property Insurance.

(a) The insuring party shall obtain and keep in force during the term of this Lease a policy or policies of insurance covering loss or damage to the Premises, in the amount of the full replacement value thereof, as the same may exist from time to time, which replacement value is now \$ 1,000,000.00, but in no event less than the total amount required by lenders having liens on the Premises, against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, flood (in the event same is required by a lender having a lien on the Premises), and special extended perils ("all risk" as such term is used in the insurance industry). Said insurance shall provide for payment of loss thereunder to Lessor or to the holders of mortgages or deeds of trust on the Premises. The insuring party shall, in addition, obtain and keep in force during the term of this Lease a policy of rental value insurance covering a period of one year, with loss payable to Lessor, which insurance shall also cover all real estate taxes and insurance costs for said period. A stipulated value or agreed amount endorsement deleting the coinsurance provision of the policy shall be procured with said insurance as well as an automatic increase in insurance endorsement causing the increase in annual property insurance coverage by 2% per quarter. If the insuring party shall fail to procure and maintain said insurance the other party may, but shall not be required to, procure and maintain the same, but at the expense of Lessee. If such insurance coverage has a deductible clause, the deductible amount shall not exceed \$1,000 per occurrence, and Lessee shall be liable for such deductible amount.

(b) If the Premises are part of a larger building, or if the Premises are part of a group of buildings owned by Lessor which are adjacent to the Premises, then Lessee shall pay for any increase in the property insurance of such other building or buildings if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

(c) If the Lessor is the insuring party the Lessor will not insure Lessee's fixtures, equipment or tenant improvements unless the tenant improvements have become a part of the Premises under paragraph 7.2 hereof. But if Lessee is the insuring party the Lessee shall insure its fixtures, equipment and tenant improvements.

8.4 Insurance Policies. Insurance required hereunder shall be in companies holding a "General Policyholders Rating" of at least B plus, or such other rating as may be required by a lender having a lien on the Premises, as set forth in the most current issue of "Best's Insurance Guide". The insuring party shall deliver to the other party copies of policies of such insurance or certificates evidencing the existence and amounts of such insurance with loss payable clauses as required by this paragraph 8. No such policy shall be cancellable or subject to reduction of coverage or other modification except after thirty (30) days' prior written notice to Lessor. If Lessee is the insuring party Lessee shall, at least thirty (30) days prior to the expiration of such policies, furnish Lessor with renewals or "binders" thereof, or Lessor may order such insurance and charge the cost thereof to Lessee, which amount shall be payable by Lessee upon demand. Lessee shall not do or permit to be done anything which shall invalidate the insurance policies referred to in Paragraph 8.3. If Lessee does or permits to be done anything which shall increase the cost of the insurance policies referred to in Paragraph 8.3, then Lessee shall forthwith upon Lessor's demand reimburse Lessor for any additional premiums attributable to any act or omission or operation of Lessee causing such increase in the cost of insurance. If Lessor is the insuring party, and if the insurance policies maintained hereunder cover other improvements in addition to the Premises, Lessor shall deliver to Lessee a written statement setting forth the amount of any such insurance cost increase and showing in reasonably detail the manner in which it has been computed.

8.5 Waiver of Subrogation. Lessee and Lessor each hereby release and relieve the other, and waive their entire right of recovery against the other for loss or damage arising out of or incident to the perils insured against under paragraph 8.3, which perils occur in, on or about the Premises, whether due to the negligence of Lessor or Lessee or their agents, employees, contractors and/or invitees. Lessee and Lessor shall, upon obtaining the policies of insurance required hereunder, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease.

8.6 Indemnity. Lessee shall indemnify and hold harmless Lessor from and against any and all claims arising from, in, on or about the Premises, or from the conduct of Lessee's business or from any activity, work or things done, permitted, authorized or undertaken by Lessee in, on or about the Premises or elsewhere and shall further indemnify and hold harmless Lessor from and against any and all claims arising from any breach or default in the performance of any obligation on Lessee's part to be performed under the terms of this Lease, or arising from any negligence of the Lessee, or any of Lessee's agents, contractors, or employees, and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon, and in case any action or proceeding be brought against Lessor by reason of any such claim, Lessee upon notice from Lessor shall defend the same at Lessee's expense by counsel satisfactory to Lessor. Lessee, as a material part of the consideration for Lessor, hereby assumes all risk of damage to property or injury to persons, in, upon or about the Premises arising from any cause and Lessee hereby waives all claims in respect thereof against Lessor.

8.7 Exemption of Lessor from Liability. Lessee hereby agrees that Lessor shall not be liable for injury to Lessee's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of Lessee, Lessee's employees, invitees, customers, or any other person in or about the Premises, nor shall Lessor be liable for injury to the person of Lessee, Lessee's employees, agents or contractors, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether the said damage or injury results from conditions arising upon the Premises or upon other portions of the building of which the Premises are a part, or from other sources or places and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Lessee. Lessor shall not be liable for any damages arising from any act or neglect of any other tenant, if any, of the building in which the Premises are located.

B. Damage or Destruction.

9.1 Definitions.

(a) "Premises Partial Damage" shall herein mean damage or destruction to the Premises to the extent that the cost of repair is less than 50% of the then replacement cost of the Premises. "Premises Building Partial Damage" shall herein mean damage or destruction to the building of which the Premises are a part to the extent that the cost of repair is less than 50% of the then replacement cost of such building as a whole.

(b) "Premises Total Destruction" shall herein mean damage or destruction to the Premises to the extent that the cost of repair is 50% or more of the then replacement cost of the Premises. "Premises Building Total Destruction" shall herein mean damage or destruction to the building of which the Premises are a part to the extent that the cost of repair is 50% or more of the then replacement cost of such building as a whole.

(c) "Insured Loss" shall herein mean damage or destruction which was caused by an event required to be covered by the insurance described in paragraph 6.

9.2 Partial Damage — Insured Loss. Subject to the provisions of paragraphs 9.4, 9.5 and 9.6, if at any time during the term of this Lease there is damage which is an Insured Loss and which falls into the classification of Premises Partial Damage or Premises Building Partial Damage, then Lessor shall, at Lessor's expense, repair such damage, but not Lessee's fixtures, equipment or tenant improvements unless the same have become a part of the Premises pursuant to Paragraph 7.5 hereof as soon as reasonably possible and this Lease shall continue in full force and effect. Notwithstanding the above, if the Lessee is the insuring party, and if the insurance proceeds received by Lessor are not sufficient to effect such repair, Lessor shall give notice in Lessee of the amount required in addition to the insurance proceeds to effect such repair. Lessee shall contribute the required amount to Lessor within ten days after Lessee has received notice from Lessor of the shortage in the insurance. Lessee shall contribute such amount to Lessor, Lessor shall make such repairs as soon as reasonably possible and this Lease shall continue in full force and effect. Lessee shall in no event have any right to reimbursement for any such amounts so contributed.

9.3 Partial Damage — Uninsured Loss. Subject to the provisions of Paragraphs 9.4, 9.5 and 9.6, if at any time during the term of this Lease there is damage which is not an Insured Loss and which falls within the classification of Premises Partial Damage or Premises Building Partial Damage, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may at Lessor's option either (i) repair such damage as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) give written notice to Lessee within thirty (30) days after the date of the occurrence of such damage of Lessor's intention to cancel and terminate this Lease, as of the date of the occurrence of such damage. In the event Lessor elects to give such notice of Lessor's intention to cancel and terminate this Lease, Lessee shall have the right within ten (10) days after the receipt of such notice to give written notice to Lessor of Lessee's intention to repair such damage at Lessee's expense, without reimbursement from Lessor, in which event this Lease shall continue in full force and effect, and Lessee shall proceed to make such repairs as soon as reasonably possible. If Lessee does not give such notice within such 10-day period this Lease shall be cancelled and terminated as of the date of the occurrence of such damage.

9.4 Total Destruction. If at any time during the term of this Lease there is damage, whether or not an Insured Loss, (including destruction required by any authorized public authority), which falls into the classification of Premises Total Destruction or Premises Building Total Destruction, this Lease shall automatically terminate as of the date of such total destruction.

9.5 Damage Near End of Term.

(a) If at any time during the last six months of the term of this Lease there is damage, whether or not an Insured Loss, which falls within the classification of Premises Partial Damage, Lessor may at Lessor's option cancel and terminate this Lease as of the date of occurrence of such damage by giving written notice to Lessee of Lessor's election to do so within 30 days after the date of occurrence of such damage.

(b) Notwithstanding paragraph 9.5(a), in the event that Lessee has an option to extend or renew this Lease, and the time within which said option may be exercised has not yet expired, Lessee shall exercise such option, if it is to be exercised at all, no later than 20 days after the occurrence of an Insured Loss falling within the classification of Premises Partial Damage during the last six months of the term of this Lease. If Lessee duly exercises such option during said 20 day period, Lessor shall, at Lessor's expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option during said 20 day period, then Lessor may at Lessor's option terminate and cancel this Lease as of the expiration of said 20 day period by giving written notice to Lessee of Lessor's election to do so within 10 days after the expiration of said 20 day period, notwithstanding any term or provision in the grant of option to the contrary.

9.6 Abatement of Rent; Lessee's Remedies.

(a) In the event of damage described in paragraphs 9.2 or 9.3, and Lessor or Lessee repairs or restores the Premises pursuant to the provisions of this Paragraph 9, the rent payable hereunder for the period during which such damage, repair or restoration continues shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired. Except for abatement of rent, if any, Lessee shall have no claim against Lessor for any damage suffered by reason of any such damage, destruction, repair or restoration.

(b) If Lessor shall be obligated to repair or restore the Premises under the provisions of this Paragraph 9 and shall not commence such repair or restoration within 90 days after such obligations shall accrue, Lessee may at Lessee's option cancel and terminate this Lease by giving Lessor written notice of Lessee's election to do so at any time prior to the commencement of such repair or restoration. In such event this Lease shall terminate as of the date of such notice.

9.7 Termination — Advance Payments. Upon termination of this Lease pursuant to this Paragraph 9, an equitable adjustment shall be made concerning advance rent and any advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's security deposit as has not theretofore been applied by Lessor.

9.8 Waiver. Lessor and Lessee waive the provisions of any statutes which relate to termination of leases when leased property is destroyed and agree that such event shall be governed by the terms of this Lease.

10. Real Property Taxes.

10.1 Payment of Taxes. Lessee shall pay the real property tax, as defined in paragraph 10.2, applicable to the Premises during the term of this Lease. All such payments shall be made at least ten (10) days prior to the delinquency date of such payment. Lessee shall promptly furnish Lessor with satisfactory evidence that such taxes have been paid. If any such taxes paid by Lessee shall cover any period of time prior to or after the expiration of the term hereof, Lessee's share of such taxes shall be equitably prorated to cover only the period of time within the tax fiscal year during which this Lease shall be in effect, and Lessor shall reimburse Lessee to the extent required. If Lessee shall fail to pay any such taxes, Lessor shall have the right to pay the same, in which case Lessee shall repay such amount to Lessor with Lessee's next rent installment together with interest at the maximum rate then allowable by law.

10.2 Definition of "Real Property Tax". As used herein, the term "real property tax" shall include any form of real estate tax or assessment, general, special, ordinary or extraordinary, and any license fee, commercial rental tax, improvement bond or bonds, levy or tax (other than inheritance, personal income or estate taxes) imposed on the Premises by any authority having the direct or indirect power to tax, including any city, state or federal government, or any school, agricultural, sanitary, fire, street, drainage or other improvement district thereof, as against any legal or equitable interest of Lessor in the Premises or in the real property of which the Premises are a part, as against Lessor's right to rent or other income therefrom, and as against Lessor's business of leasing the Premises. The term "real property tax" shall also include any tax, fee, levy, assessment or charge (i) in substitution of, partially or totally, any tax, fee, levy, assessment or charge hereinabove included within the definition of "real property tax," or (ii) the nature of which was hereinbefore included within the definition of "real property tax," or (iii) which is imposed for a service or right not charged prior to June 1, 1978, or (iv) previously charged, has been increased since June 1, 1978, or (v) which is imposed as a result of a transfer, either partial or total, of Lessor's interest in the Premises or which is added to a tax or charge hereinbefore included within the definition of real property tax by reason of such transfer, or (vi) which is imposed by reason of this transaction, any modifications or changes hereto, or any transfers hereto.

10.3 Joint Assessment. If the Premises are not separately assessed, Lessee's liability shall be an equitable proportion of the real property taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available. Lessor's reasonable determination thereof, in good faith, shall be conclusive.

10.4 Personal Property Taxes.

(a) Lessee shall pay prior to delinquency all taxes assessed against and levied upon trade fixtures, furnishings, equipment and all other personal property of Lessee contained in the Premises or elsewhere. When possible, Lessee shall cause said trade fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor.

(b) If any of Lessee's said personal property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

11. Utilities. Lessee shall pay for all water, gas, heat, light, power, telephone and other utilities and services supplied to the Premises, together with any taxes thereon. If any such services are not separately metered to Lessee, Lessee shall pay a reasonable proportion to be determined by Lessor of all charges jointly metered with other premises.

12. Assignment and Subletting.

12.1 Lessor's Consent Required. Lessee shall not voluntarily or by operation of law assign, transfer, mortgage, sublet, or otherwise transfer or encumber all or part of Lessee's interest in this Lease or in the Premises, without Lessor's prior written consent, which Lessor shall not unreasonably withhold. Lessor shall respond to Lessee's request for consent hereunder in a timely manner and any attempted assignment, transfer, mortgage, encumbrance or subletting without such consent shall be void, and shall constitute a breach of this Lease.

12.2 Lessee Affiliates. Notwithstanding the provisions of paragraph 12.1 hereof, Lessee may assign or sublet the Premises, or any portion thereof, without Lessor's consent, to any corporation which controls, is controlled by or is under common control with Lessee, or to any corporation resulting from the merger or consolidation with Lessee, or to any person or entity which acquires all the assets of Lessee as a going concern of the business that is being conducted on the Premises, provided that said assignee assumes, in full, the obligations of Lessee under this Lease. Any such assignment shall not, in any way, affect or limit the liability of Lessee under the terms of this Lease even if after such assignment or subletting the terms of this Lease are materially changed or altered without the consent of Lessee, the consent of whom shall not be necessary.

12.3 No Release of Lessee. Regardless of Lessor's consent, no subletting or assignment shall release Lessee of Lessee's obligation or alter the primary liability of Lessee to pay the rent and to perform all other obligations to be performed by Lessee hereunder. The acceptance of rent by Lessor from any other person shall not be deemed to be a waiver by Lessor of any provision hereof. Consent to one assignment or subletting shall not be deemed consent to any subsequent assignment or subletting. In the event of default by any assignee of Lessee or any successor of Lessee, in the performance of any of the terms hereof, Lessor may proceed directly against Lessee without the necessity of exhausting remedies against said assignee. Lessor may consent to subsequent assignments or subletting of this Lease or amendments or modifications to this Lease with assignees.

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of Lessee, without notifying Lessee, or any successor of Lessee, and without obtaining its or their consent thereto and such action shall not relieve Lessee of liability under this Lease.

12.4 Attorney's Fees. In the event Lessee shall assign or sublet the Premises or request the consent of Lessor to any assignment or subletting or if Lessee shall request the consent of Lessor for any act Lessee proposes to do then Lessee shall pay Lessor's reasonable attorneys fees incurred in connection therewith, such attorneys fees not to exceed \$350.00 for each such request.

13. Defaults; Remedies.

13.1 Any one or more of the following events shall constitute a material default and breach of this Lease by Lessee:

(a) The vacating or abandonment of the Premises.

(b) The failure by Lessee to make any payment of rent or any other payment required to be made by Lessee hereunder, as and when due, where the failure shall continue for a period of three days after written notice thereof from Lessor to Lessee. In the event that Lessor serves Lessee with a Notice to Pay Rent or Quit pursuant to applicable Unlawful Detainer statutes such Notice to Pay Rent or Quit shall also constitute the notice required by this subparagraph.

(c) The failure by Lessee to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Lessee, other than described in paragraph (b) above, where such failure shall continue for a period of 30 days after written notice hereof from Lessor to Lessee; provided, however, that if the nature of Lessee's default is such that more than 30 days are reasonably required for its cure, then Lessee shall not be deemed to be in default if Lessee commenced such cure within said 30-day period and thereafter diligently prosecutes such cure to completion.

(d) (i) The making by Lessee of any general arrangement or assignment for the benefit of creditors; (ii) Lessee becomes a "debtor" as defined in 11 U.S.C. §101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days. Provided, however, in the event that any provision of this paragraph 13.1(d) is contrary to any applicable law, such provision shall be of no force or effect.

(e) The discovery by Lessor that any financial statement given to Lessor by Lessee, any assignee of Lessee, any subtenant of Lessee, any successor in interest of Lessee or any guarantor of Lessee's obligation hereunder, and any of them, was materially false.

13.2 Remedies. In the event of any such material default or breach by Lessee, Lessor may at any time thereafter, with or without notice or demand and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such default or breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession of the Premises to Lessor. In such event Lessor shall be entitled to recover from Lessee all damages incurred by Lessor by reason of Lessee's default including, but not limited to, the cost of recovering possession of the Premises; expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorney's fees, and any real estate commission actually paid; the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid rent for the balance of the term after the time of such award exceeds the amount of such rental loss for the same period that Lessee proves could be reasonably avoided; that portion of the leasing commission paid by Lessor pursuant to Paragraph 15 applicable to the unexpired term of this Lease.

(b) Maintain Lessee's right to possession in which case this Lease shall continue in effect whether or not Lessee shall have abandoned the Premises. In such event Lessor shall be entitled to enforce all of Lessor's rights and remedies under this Lease, including the right to recover the rent as it becomes due hereunder.

(c) Pursue any other remedy now or hereafter available to Lessor under the laws or judicial decisions of the state wherein the Premises are located. Unpaid installments of rent and other unpaid monetary obligations of Lessee under the terms of this Lease shall bear interest from the date due at the maximum rate then allowable by law.

13.3 Default by Lessor. Lessor shall not be in default unless Lessor fails to perform obligations required of Lessor within a reasonable time, but in no event later than thirty (30) days after written notice by Lessee to Lessor and to the holder of any first mortgage or deed of trust covering the Premises whose name and address shall have theretofore been furnished to Lessee in writing, specifying wherein Lessor has failed to perform such obligation; provided, however, that if the nature of Lessor's obligation is such that more than thirty (30) days are required for performance then Lessor shall not be in default if Lessor commences performance within such 30-day period and thereafter diligently prosecutes the same to completion.

13.4 Late Charges. Lessee hereby acknowledges that late payment by Lessee to Lessor of rent and other sums due hereunder will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed on Lessor by the terms of any mortgage or trust deed covering the Premises. Accordingly, if any installment of rent or any other sum due from Lessee shall not be received by Lessor or Lessor's designee within ten (10) days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall pay to Lessor a late charge equal to 6% of such overdue amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of late payment by Lessee. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's default with respect to such overdue amount, nor prevent Lessor from exercising any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for three (3) consecutive installments of rent, then rent shall automatically become due and payable quarterly in advance, rather than monthly, notwithstanding paragraph 4 or any other provision of this Lease to the contrary.

13.5 Impounds. In the event that a late charge is payable hereunder, whether or not collected, for three (3) installments of rent or any other monetary obligation of Lessee under the terms of this Lease, Lessee shall pay to Lessor, if Lessor shall so request, in addition to any other payments required under this Lease, a monthly advance installment, payable at the same time as the monthly rent, as estimated by Lessor, for real property tax and insurance expenses on the Premises which are payable by Lessee under the terms of this Lease. Such fund shall be established to insure payment when due, before delinquency, of any or all such real property taxes and insurance premiums. If the amounts paid to Lessor by Lessee under the provisions of this paragraph are insufficient to discharge the obligations of Lessee to pay such real property taxes and insurance premiums as the same become due, Lessee shall pay to Lessor, upon Lessor's demand, such additional sums necessary to pay such obligations. All moneys paid to Lessor under this paragraph may be intermingled with other moneys of Lessor and shall not bear interest. In the event of a default in the obligations of Lessee to perform under this Lease, then any balance remaining from funds paid to Lessor under the provisions of this paragraph may, at the option of Lessor, be applied to the payment of any monetary default of Lessee in lieu of being applied to the payment of real property tax and insurance premiums.

14. Condemnation. If the Premises or any portion thereof are taken under the power of eminent domain, or sold under the threat of the exercise of said power (all of which are herein called "condemnation"), this Lease shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the floor area of the building on the Premises, or more than 25% of the land area of the Premises which is not occupied by any building, is taken by condemnation, Lessee may, at Lessee's option, to be exercised in writing only within ten (10) days after Lessee shall have given Lessee written notice of such taking (or in the absence of such notice, within ten (10) days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the proportion that the floor area of the building taken bears to the total floor area of the building situated on the Premises. No reduction of rent shall occur if the only area taken is that which does not have a building located thereon. Any award for the taking of all or any part of the Premises under the power of eminent domain or any payment made under threat of the exercise of such power shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold or for the taking of the fee, or as severance damages; provided, however, that Lessee shall be entitled to any award for loss of or damage to Lessee's trade fixtures and removable personal property. In the event that this Lease is not terminated by reason of such condemnation, Lessor shall to the extent of severance damages received by Lessor in connection with such condemnation, repair any damage to the Premises caused by such condemnation except to the extent that Lessee has been reimbursed therefor by the condemning authority. Lessee shall pay any amount in excess of such severance damages required to complete such repair.

15. Broker's Fee.

(a) Upon execution of this Lease by both parties, Lessor shall pay to No broker's fee

broker(s), a fee as set forth in a separate agreement between Lessor and said broker(s), or in the event there is no separate agreement between Lessor and said broker(s), the sum of \$_____ for brokerage services rendered by said broker(s) to Lessor in this transaction.

(b) Lessor further agrees that if Lessee exercises any Option as defined in paragraph 39.1 of this Lease, which is granted to Lessee under this Lease, or any subsequently granted option which is substantially similar to an Option granted to Lessee under this Lease, or if Lessee acquires any rights to the Premises or other premises described in this Lease which are substantially similar to what Lessee would have acquired had an Option herein granted to Lessee been exercised, or if Lessee remains in possession of the Premises after the expiration of the term of this Lease after having failed to exercise an Option, or if said broker(s) are the procuring cause of any other lease or sale entered into between the parties pertaining to the Premises and/or any adjacent property in which Lessor has an interest, then as to any of said transactions, Lessor shall pay said broker(s) a fee in accordance with the schedule of said broker(s) in effect at the time of execution of this Lease.

(c) Lessor agrees to pay said fee not only on behalf of Lessor but also on behalf of any person, corporation, association, or other entity having an ownership interest in said real property or any part thereof, when such fee is due hereunder. Any transferee of Lessor's interest in this Lease, whether such transfer is by agreement or by operation of law, shall be deemed to have assumed Lessor's obligation under this Paragraph 15. Said broker shall be a third party beneficiary of the provisions of this Paragraph 15.

16. Escrow Certificate.

(a) Lessee shall at any time upon not less than ten (10) days' prior written notice from Lessor execute, acknowledge and deliver to Lessor a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to Lessee's knowledge, any uncured defaults on the part of Lessor hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises.

(b) At Lessor's option, Lessee's failure to deliver such statement within such time shall be a material breach of this Lease or shall be

conclusive upon Lessee (i) that this Lease is in full force and effect, without modification except as may be represented by Lessor, (ii) that there are no uncured defaults in Lessor's performance, and (iii) that not more than one month's rent has been paid in advance or such failure may be considered by Lessor as a default by Lessee under this Lease.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee hereby agrees to deliver to any lender or purchaser designated by Lessor such financial statements of Lessee as may be reasonably required by such lender or purchaser. Such statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes mentioned herein.

17. **Lessor's Liability.** The term "Lessor" as used herein shall mean only the owner of the Premises at the time in question of the fee title or a lessee's interest in a ground lease of the Premises, and except as expressly provided in Paragraph 15, in the event of any transfer of such title or interest, Lessor herein named (and in case of any subsequent transfers then the grantor) shall be relieved from and after the date of such transfer of all liability as respects Lessor's obligations thereafter to be performed, provided that any funds in the hands of Lessor or the then grantor at the time of such transfer, in which Lessee has an interest, shall be delivered to the grantee. The obligations contained in this Lease to be performed by Lessor shall, subject as aforesaid, be binding on Lessor's successors and assigns, only during their respective periods of ownership.

18. **Severability.** The invalidity of any provision of this Lease as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. **Interest on Past-due Obligations.** Except as expressly herein provided, any amount due to Lessor not paid when due shall bear interest at the maximum rate then allowable by law from the date due. Payment of such interest shall not excuse or cure any default by Lessee under this Lease, provided, however, that interest shall not be payable on late charges incurred by Lessee nor on any amounts upon which late charges are paid by Lessee.

20. **Time of Essence.** Time is of the essence.

21. **Additional Rent.** Any monetary obligations of Lessee to Lessor under the terms of this Lease shall be deemed to be rent.

22. **Incorporation of Prior Agreements; Amendments.** This Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Lease may be modified in writing only, signed by the parties in interest at the time of the modification. Except as otherwise stated in this Lease, Lessee hereby acknowledges that neither the real estate broker listed in Paragraph 15 hereof nor any cooperating broker on this transaction nor the Lessor or any employees or agents of any of said persons has made any oral or written warranties or representations to Lessee relative to the condition or use by Lessee of said Premises and Lessee acknowledges that Lessee assumes all responsibility regarding the Occupational Safety Health Act, the legal use and adaptability of the Premises and the compliance thereof with all applicable laws and regulations in effect during the term of this Lease except as otherwise specifically stated in this Lease.

23. **Notices.** Any notice required or permitted to be given hereunder shall be in writing and may be given by personal delivery or by certified mail, and if given personally or by mail, shall be deemed sufficiently given if addressed to Lessee or to Lessor at the address noted below the signature of the respective parties, as the case may be. Either party may by notice to the other specify a different address for notice purposes except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice purposes. A copy of all notices required or permitted to be given to Lessor hereunder shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate by notice to Lessee.

24. **Waivers.** No waiver by Lessor or any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Lessee of the same or any other provision. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to or approval of any subsequent act by Lessee. The acceptance of rent hereunder by Lessor shall not be a waiver of any preceding breach by Lessee of any provision hereof, other than the failure of Lessee to pay the particular rent so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent.

25. **Recording.** Either Lessor or Lessee shall, upon request of the other, execute, acknowledge and deliver to the other a "short form" memorandum of this Lease for recording purposes.

26. **Holding Over.** If Lessee, with Lessor's consent, remains in possession of the Premises or any part thereof after the expiration of the term hereof, such occupancy shall be a tenancy from month to month upon all the provisions of this Lease pertaining to the obligations of Lessee, but all options and rights of first refusal, if any, granted under the terms of this Lease shall be deemed terminated and be of no further effect during said month to month tenancy.

27. **Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. **Covenants and Conditions.** Each provision of this Lease performable by Lessee shall be deemed both a covenant and a condition.

29. **Binding Effect; Choice of Law.** Subject to any provisions hereof restricting assignment or subletting by Lessee and subject to the provisions of Paragraph 17, this Lease shall bind the parties, their personal representatives, successors and assigns. This Lease shall be governed by the laws of the State wherein the Premises are located.

30. **Subordination.**

(a) This Lease, at Lessor's option, shall be subordinate to any ground lease, mortgage, deed of trust, or any other hypothecation or security now or hereafter placed upon the real property of which the Premises are a part and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements and extensions thereof. Notwithstanding such subordination, Lessee's right to quiet possession of the Premises shall not be disturbed if Lessee is not in default and so long as Lessee shall pay the rent and observe and perform all of the provisions of this Lease, unless this Lease is otherwise terminated pursuant to its terms. If any mortgagee, trustee or ground lessor shall elect to have this Lease prior to the lien of its mortgage, deed of trust or ground lease, and shall give written notice thereof to Lessee, this Lease shall be deemed prior to such mortgage, deed of trust, or ground lease, whether this Lease is dated prior or subsequent to the date of said mortgage, deed of trust or ground lease or the date of recording thereof.

(b) Lessee agrees to execute any documents required to effectuate an attornment, a subordination or to make this Lease prior to the lien of any mortgage, deed of trust or ground lease, as the case may be. Lessee's failure to execute such documents within 10 days after written demand shall constitute a material default by Lessee hereunder, or, at Lessor's option, Lessor shall execute such documents on behalf of Lessee as Lessee's attorney-in-fact. Lessee does hereby make, constitute and irrevocably appoint Lessor as Lessee's attorney-in-fact and in Lessee's name, place and stead, to execute such documents in accordance with this paragraph 30(b).

31. **Attorney's Fees.** If either party or the broker named herein brings an action to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action, on trial or appeal, shall be entitled to his reasonable attorney's fees to be paid by the losing party as fixed by the court. The provisions of this paragraph shall inure to the benefit of the broker named herein who seeks to enforce a right hereunder.

32. **Lessor's Access.** Lessor and Lessor's agents shall have the right to enter the Premises at reasonable times for the purpose of inspecting the same, showing the same to prospective purchasers, lenders, or lessees, and making such alterations, repairs, improvements or additions to the Premises or to the building of which they are a part as Lessor may deem necessary or desirable. Lessor may at any time place on or about the Premises any ordinary "For Sale" signs and Lessor may at any time during the last 120 days of the term hereof place on or about the Premises any ordinary "For Lease" signs, all without rebate of rent or liability to Lessee.

33. **Auctions.** Lessee shall not conduct, nor permit to be conducted, either voluntarily or involuntarily, any auction upon the Premises without first having obtained Lessor's prior written consent. Notwithstanding anything to the contrary in this Lease, Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to grant such consent.

34. **Signs.** Lessee shall not place any sign upon the Premises without Lessor's prior written consent except that Lessee shall have the right, without the prior permission of Lessor to place ordinary and usual for rent or sublet signs thereon.

35. **Merger.** The voluntary or other surrender of this Lease by Lessee, or a mutual cancellation thereof, or a termination by Lessor, shall not work a merger, and shall, at the option of Lessor, terminate all or any existing subtenancies or may, at the option of Lessor, operate as an assignment to Lessor of any or all of such subtenancies.

36. **Consents.** Except for paragraph 33 hereof, wherever in this Lease the consent of one party is required to an act of the other party such consent shall not be unreasonably withheld.

37. **Guarantor.** In the event that there is a guarantor of this Lease, said guarantor shall have the same obligations as Lessee under this Lease.

38. **Quiet Possession.** Upon Lessee paying the rent for the Premises and observing and performing all of the covenants, conditions and provisions on Lessee's part to be observed and performed hereunder, Lessee shall have quiet possession of the Premises for the entire term hereof subject to all of the provisions of this Lease. The individuals executing this Lease on behalf of Lessor represent and warrant to Lessee that they are fully authorized and legally capable of executing this Lease on behalf of Lessor and that such execution is binding upon all parties holding an ownership interest in the Premises.

39. **Options.**

39.1 **Definition.** As used in this paragraph the word "Options" has the following meaning: (1) the right or option to extend the term of this Lease or to renew this Lease or to extend or renew any lease that Lessee has on other property of Lessor; (2) the option or right of first refusal to lease the Premises or the right of first offer to lease the Premises or the right of first refusal to lease other property of Lessor or the right of first offer to lease other property of Lessor; (3) the right or option to purchase the Premises, or the right of first refusal to purchase the Premises, or the right of first offer to purchase the Premises or the right or option to purchase other property of Lessor, or the right of first refusal to purchase other property of Lessor or the right of first offer to purchase other property of Lessor.

39.2 Options Personal. Each Option granted to Lessee in this Lease are personal to Lessee and may not be exercised or be assigned, voluntarily or involuntarily, by or to any person or entity other than Lessee, provided, however, the Option may be exercised by or assigned to any Lessee Affiliate as defined in paragraph 12.2 of this Lease. The Options herein granted to Lessee are not assignable separate and apart from the Lease.

39.3 Multiple Options. In the event that Lessee has any multiple options to extend or renew this Lease a later option cannot be exercised unless the prior option is extended or renewed.

Use, Exercise or Waiver of Options.

(a) Lessee shall have no right to exercise an Option, notwithstanding any provision in this Lease, if (i) during the period of time commencing from the date Lessor gives to Lessee a notice of default pursuant to paragraph 13.1(c) and continuing until the default is cured, or (ii) during the period of time commencing on the day after a monetary obligation to Lessor is due from Lessee and unpaid (without any necessity for notice thereof to Lessee) continuing until the obligation is paid, or (iii) at any time after an event of default described in paragraphs 13.1(a), 13.1(d), or 13.1(e) (without any necessity of Lessor to give notice of such default to Lessee), or (iv) in the event that Lessor has given to Lessee three or more notices of default under paragraph 13.1(b), where a late charge has become payable under paragraph 13.4 for each of such defaults, or paragraph 13.1(c), whether or not the defaults are cured, during the 12 month period prior to the time that Lessee intends to exercise the subject Option.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of paragraph 39.4(a).

(c) All rights of Lessee under the provisions of an Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and during the term of this Lease, (i) Lessee fails to pay to Lessor a monetary obligation of Lessee for a period of 30 days after such obligation becomes due (without any necessity of Lessor to give notice thereof to Lessee), or (ii) Lessee fails to commence to cure a default specified in paragraph 13.1(c) within 30 days after the date that Lessor gives notice to Lessee of such default and/or Lessee fails thereafter to diligently prosecute said cure to completion, or (iii) Lessee commits a default described in paragraph 13.1(a), 13.1(d) or 13.1(e) (without any necessity of Lessor to give notice of such default to Lessee), or (iv) Lessor gives to Lessee three or more notices of default under paragraph 13.1(b), where a late charge becomes payable under paragraph 13.4 for each such default, or paragraph 13.1(c), whether or not the defaults are cured.

40. Multiple Tenant Building. In the event that the Premises are part of a larger building or group of buildings then Lessee agrees that it will abide by, keep and observe all reasonable rules and regulations which Lessor may make from time to time for the management, safety, care, and cleanliness of the building and grounds, the parking of vehicles and the preservation of good order therein as well as for the convenience of other occupants and tenants of the building. The violations of any such rules and regulations shall be deemed a material breach of this Lease by Lessee.

41. Security Measures. Lessee hereby acknowledges that the rental payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of Lessee, its agents and invitees from acts of third parties.

42. Easements. Lessor reserves to itself the right, from time to time, to grant such easements, rights and dedications that Lessor deems necessary or desirable, and to cause the recordation of Parcel Maps and restrictions, so long as such easements, rights, dedications, Maps and restrictions do not unreasonably interfere with the use of the Premises by Lessee. Lessee shall sign any of the aforementioned documents upon request of Lessor and failure to do so shall constitute a material breach of this Lease.

43. Performance Under Protest. If at any time a dispute shall arise as to any amount or sum of money to be paid by one party to the other under the provisions hereof, the party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment, and there shall survive the right on the part of said party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said party to pay such sum or any part thereof, said party shall be entitled to recover such sum or so much thereof as it was not legally required to pay under the provisions of this Lease.

44. Authority. If Lessee is a corporation, trust, or general or limited partnership, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of said entity. If Lessee is a corporation, trust or partnership, Lessee shall, within thirty (30) days after execution of this Lease, deliver to Lessor evidence of such authority satisfactory to Lessor.

45. Conflict. Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

46. Insuring Party. The insuring party under this lease shall be the Lessee

47. Addendum. Attached hereto is an addendum or addenda containing paragraphs 48 through 51 which constitutes a part of this Lease.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS LEASE, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

IF THIS LEASE HAS BEEN FILLED IN IT HAS BEEN PREPARED FOR SUBMISSION TO YOUR ATTORNEY FOR HIS APPROVAL. NO REPRESENTATION OR RECOMMENDATION IS MADE BY THE AMERICAN INDUSTRIAL REAL ESTATE ASSOCIATION OR BY THE REAL ESTATE BROKER OR ITS AGENTS OR EMPLOYEES AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION RELATING THERETO. THE PARTIES SHALL RELY SOLELY UPON THE ADVICE OF THEIR OWN LEGAL COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.

The parties hereto have executed this Lease at the place on the dates specified immediately adjacent to their respective signatures.

Executed at Newport Beach, California

on December 1, 1988

Address P.O. Box EE
Balboa Island, CA 92662

Executed at Santa Fe Springs, California

on December 1, 1988

Address 11845 Burke Street
Santa Fe Springs, CA 92670

James V. Robinson, II & Patricia R. Jertberg

By James V. Robinson II

By Patricia R. Jertberg

"LESSOR" (Corporate seal)

Techni-Brace, Inc., Charles E. Morrison, President

By Charles E. Morrison

By _____

"LESSEE" (Corporate seal)

For these forms write or call the American Industrial Real Estate Association, 360 South Figueroa St., Los Angeles, CA 90071, (213) 887-8777

Form 204n 78C

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ADDENDUM

48. RENT ADJUSTMENT PERIOD. The rent provided for in Paragraph 4 of this Lease shall be subject to adjustment on April 1, 1989 and biennially thereafter (hereinafter "Adjustment Date") as follows:

a. The base for computing the adjustment is the Consumer Price Index for All Urban Consumers (Base Year 1967 = 100) for the Los Angeles/Long Beach Area, published by the U.S. Dept. of Labor, Bureau of Labor Statistics (hereinafter "Index"), for February 1987 (hereinafter "Beginning Index"). If the Index published for the month of February nearest the Adjustment Date (hereinafter "Extension Index") has increased over the Beginning Index, the minimum monthly rent for the following twenty four (24) months shall be set by multiplying the rent set forth in Paragraph 4 by a fraction, the numerator of which is the Extension Index and the denominator of which is the Beginning Index.

b. If the Index is changed so that the Base Year differs from that used as of the month immediately preceding the months in which the term commences, the Index shall be converted in accordance with the conversion factor published by the U.S. Dept. of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised during the Term, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.

49. RIGHT OF FIRST REFUSAL TO PURCHASE. If, during the term of the Lease, the Lessor desires to sell the Premises the Lessee shall be given an immediate Notice of Lessor's Intent to Sell (hereinafter "Notice"). Upon receipt of Notice the Lessee shall have fifteen (15) days to notify Lessor of its Intent to Purchase (hereinafter "Intent") the building and property. If notice of Intent is not duly received within the fifteen day period this paragraph shall cease to have any force or effect.

a. Upon receipt of notice of Intent the parties shall have thirty (30) days in which to agree on the purchase price. If the parties are unable to agree on the purchase price within that period, then within ten (10) days after the expiration of that period the parties shall appoint a mutually acceptable qualified real estate appraiser with full time commercial appraisal experience in the Santa Fe Springs area to appraise the building and real property. The total appraised value of the building and land shall be the purchase price. Each of the parties shall bear one-half (1/2) of the total cost of the appraisal.

b. After the purchase price has been set a sixty (60) day escrow account shall be opened at an institution of the Lessor's choosing with a non-refundable deposit of ten percent (10%) of the purchase price by the Lessee. If the Lessee is unable to complete the closing of the escrow within the sixty day period, it may extend the escrow for one more sixty day period by the deposit of an additional non-refundable deposit of five percent (5%) of the purchase price. If the Lessee is unable to

Handwritten signature/initials

close the escrow within the regular or extended escrow period it shall forfeit any and all deposits made and this paragraph shall cease to have any force or effect.

c. If requested by Lessor, Lessee agrees to participate in a tax qualified third party real estate exchange transaction as part of any exercise of rights under this paragraph.

50. LEASE PAYMENTS. Lessee agrees to make its monthly rental payments by two checks: one in the amount of 75% of the total to James V. Robinson, II; and the other in the amount of 25% of the total to Patricia R. Jertberg. Both payments are to be made by mail to the addresses furnished by the lessors.

51. PREVIOUS LEASE CANCELLATION. This lease supercedes and cancels that lease dated March 31, 1982 between Robinson Industries, Inc., Lessor, and Techni-Braze, Inc., Lessee.

JP

AMENDMENT NO. 2

TO

LEASE

This Agreement is made and entered into as of August 21, 1989, by and between (i) James V. Robinson, II and Patricia R. Jertberg (the "Lessors") and (ii) James V. Robinson, II and Patricia R. Jertberg (the "Successors in Interest").

RECITALS

A. Katharine M. Robinson executed a lease, dated August 1, 1966, leasing to MILLER-ROBINSON COMPANY, a California Corporation, that certain real property commonly known as 11845 Burke Street, Santa Fe Springs, California (the "Lease").

B. The Lessors are the sole legal heirs of Katharine M. Robinson, as regards the Lease.

C. MILLER-ROBINSON COMPANY changed its name to ROBINSON INDUSTRIES, INC. subsequent to the execution of the Lease.

D. ROBINSON INDUSTRIES subsequently assigned its interest in the Lease to its shareholders pursuant to a Plan of Complete Liquidation and Dissolution adopted by the shareholders.

E. James V. Robinson, II and Patricia R. Jertberg were shareholders of ROBINSON INDUSTRIES and became successors in interest to all other shareholders by virtue of their purchase of the individual interests of all those other shareholders.

F. James V. Robinson, II and Patricia R. Jertberg desire to amend the Lease.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing, the parties hereto hereby amend the Lease as follows:

1. Paragraph 7, titled, OPTION TO PURCHASE, appearing on pages 5,6,7 and 8, is hereby revoked and deleted in its entirety.

James V. Robinson II
James V. Robinson, II

Lessor/Successor in Interest

Patricia R. Jertberg
Patricia R. Jertberg

Lessor/Successor in Interest

James V. Robinson II

(INDIVIDUAL)

FOR NOTARY SEAL OR STAMP

GENERAL ACKNOWLEDGMENT

NO. 2

State of California
County of Orange } SS.

On this the 18 day of August 19 89, before me,

Suzette Gordon ***

the undersigned Notary Public, personally appeared

Patricia R. Jertberg***

☐ ~~personally~~

he proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is subscribed to the within instrument, and acknowledged that she executed it. WITNESS my hand and official seal.



Suzette Gordon
Notary's Signature

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE
MUST BE ATTACHED
TO THE DOCUMENT
DESCRIBED AT RIGHT:

Title or Type of Document Amendment #2 to Lease

Number of Pages 2 Date of Document August 18, 1989

Signer(s) Other Than Named Above James V. Robinson, II

AGREEMENT

NOW THEREFORE, in consideration of the foregoing, the parties hereto hereby amend the Lease as follows:

1. Paragraph 7. titled, OPTION TO PURCHASE, appearing on pages 5,6,7 and 8, is hereby revoked and deleted in its entirety.

James V. Robinson II
James V. Robinson, II

Lessor/Successor in Interest

Patricia R. Jertberg
Patricia R. Jertberg

Lessor/Successor in Interest

James V. Robinson II

(INDIVIDUAL)

FOR NOTARY SEAL OR STAMP

STATE OF CALIFORNIA
COUNTY OF ORANGE } SS.
On AUGUST 14th 1989 before me, the under-
signed, a Notary Public in and for said County and State, personally appeared
JAMES V ROBINSON II

_____, personally
known to me (or proved to me on the basis of satisfactory evidence) to be the
person _____ whose name he
subscribed to the within instrument and acknowledged that he executed the
same.

WITNESS my hand and official seal.

Marie-France H. Brush
Marie-France H Brush

NP-1 (Rev. 4/84)

Name (Typed or Printed)



EXHIBIT E

LAW OFFICES

STONE & DOYLE

SUITE A, HUDSON PROFESSIONAL BUILDING
111 SOUTH HUDSON AVENUE
PASADENA, CALIFORNIA 91101

MICHAEL C. DOYLE
PAULA G. WALUCH
MICHAEL H. WEISS

TELEPHONES:
(818) 448-1196
(213) 684-0665
FAX
(818) 785-6402

September 9, 1991

Patricia Jertberg
250 Beal Ave.
Placentia, CA 92670

Re: Possible Environmental Contamination;
11845 Burke St., Santa Fe Springs, CA.

Dear Ms. Jertberg:

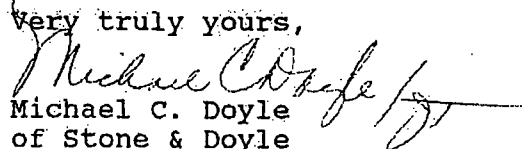
We are counsel to Techni-Braze, Incorporated ("TBI"). In the past two weeks, a pending sale of all of the stock of TBI was cancelled by the purchaser as a consequence of a preliminary environmental survey conducted at the purchaser's request by Mabbett, Capaccio & Associates.

The Preliminary Site Investigation Summary Report of the Mabbett firm is enclosed. As a consequence of this report, TBI has commenced interviews with environmental consultants with a view towards selection of one firm to represent TBI in its analysis of the report and determination of its reporting and clean-up responsibilities, if any.

In the course of discussions to date with representatives from Mabbett and the consultants we have interviewed, it is apparent that the contamination, if it exists, is the result of practices employed at TBI over the entire 27 or 28 year period it has operated at this location. Not only are you the existing landowners, but the existing shareholders have only owned the business for a period approximating ten years, having acquired their stock from interests which you now represent. It seems imperative that you become involved in the assessment of the magnitude of the problem and the determination of steps necessary to resolve any responsibilities which may exist under current federal and California law.

We invite you, and, if you determine it is appropriate, your counsel, to join us in evaluating two consultant candidates at TBI on Friday morning, September 13, beginning at 9:00 a.m.

Very truly yours,


Michael C. Doyle
of Stone & Doyle

MCD/jt